

EXHIBIT 1

FINAL SETTLEMENT AGREEMENT
THOMAS ET AL. V. KELLOGG COMPANY AND KELLOGG SALES COMPANY

This Final Settlement Agreement is voluntarily made and entered into by and between Patty Thomas, Jennifer Louch (formerly Dowling), Kelley Dye, Jr., Robert Gibson, Laura Wisby, David Rink, Judy Brashear, David Mastenbrook, Armon McWell, Soliman Sayedi, and Bruce Johnson (together, “Named Plaintiffs”), on behalf of themselves and each and every opt-in plaintiff in the Fair Labor Standards Act collective group they represent (together with Named Plaintiffs, “Plaintiffs”) and Kellogg Company and Kellogg Sales Company (collectively, “Kellogg”).

WHEREAS, on February 26, 2013, Patty Thomas filed a putative opt-in collective and class action complaint on behalf of herself and others similarly situated, styled *Patty Thomas v. Kellogg Company and Kellogg Sales Company*, No. 3:13-cv-05136-RBL (the “Action”), alleging Kellogg improperly classified those who worked in Kellogg’s Territory Manager, Retail Sales Representative, and other positions with similar job titles as exempt employees under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”) and Washington state law;

WHEREAS, Ms. Thomas amended her complaint several times adding Jennifer Louch (formerly Dowling), Kelley Dye, Jr., Robert Gibson, Laura Wisby, David Rink, Judy Brashear, David Mastenbrook, Armon McWell, Soliman Sayedi, and Bruce Johnson as Named Plaintiffs, and adding wage claims under the state laws of Missouri, New York, Ohio, Arizona, Minnesota, Kentucky, Michigan, Illinois and Wisconsin, all brought on behalf of putative Rule 23 classes;

WHEREAS, on January 9, 2014, the Court granted the Named Plaintiffs’ motion for conditional certification of two FLSA collective groups;

WHEREAS, there are 750 Plaintiffs (inclusive of the Named Plaintiffs) who filed consent to join forms opting into this case and are a part of this Action;

WHEREAS, on July 26, 2017, the Parties engaged in mediation before James A. Smith, Jr.;

WHEREAS, the mediation did not result in a settlement, but did result in ongoing settlement discussions;

WHEREAS, Kellogg denies that it has committed any wrongdoing or violated any state or federal law pertaining to the payment of wages or hours of work and has vigorously contested the claims asserted in the Action;

WHEREAS, to avoid the expense and burden of further litigation, the Parties now desire to resolve the claims of the 750 Plaintiffs;

NOW, THEREFORE, in consideration of the foregoing and the promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- I. DEFINITIONS.** For purposes of this Agreement, the following definitions shall apply in addition to the definitions set forth in other sections of this Final Settlement Agreement.
- A. “Final Approval Order and Judgment of Dismissal”** shall mean and refer to a Court order (a) finally approving of the Parties’ settlement, memorialized in this Final Settlement Agreement, (b) extinguishing the claims against the Released Parties as specified in Section IX, and (c) dismissing the Action with prejudice. A proposed Final Approval Order and Judgment of Dismissal shall accompany Plaintiffs’ motion for final approval of the settlement, service payments, and attorneys’ fees and costs.
- B. “Notice Period”** shall mean the period of time beginning on the date the Settlement Administrator mails notice of the Parties’ settlement, as provided for in Section V.B., and ending on the date twenty-one (21) calendar days thereafter, except that the Parties may agree to extend the Notice Period for individuals to whom notice was mailed, and whose notice was returned as undeliverable, to the extent that the Settlement Administrator re-sends notice after following up through skip-tracing efforts. The Notice Period may only be extended under these circumstances upon agreement and consent of all Parties.
- C. “Parties”** shall mean and refer to Plaintiffs and Defendants Kellogg Company and Kellogg Sales Company collectively; each may also be referred to separately as a “Party.”
- D. “Plaintiffs”** shall mean the 750 individuals who filed consents to sue in the Action, who did not withdraw their consents to sue, and whose claims the Court has not dismissed. Exhibit 1 identifies the 750 Plaintiffs.
- E. “Plaintiffs’ Counsel”** shall mean Getman, Sweeney & Dunn, PLLC and Frank Freed Subit & Thomas.
- F. “Preliminary Approval Order”** shall mean and refer to a Court order preliminarily approving of the Parties’ settlement, memorialized in this Final Settlement Agreement, and requiring any Plaintiffs who wish to opt out of the Action and thereby be excluded from the settlement to send notice of their desire to opt out no later than twenty-one (21) calendar days after the Settlement Administrator mails notice of the settlement to Plaintiffs.
- G. “Opt-out Plaintiff”** shall mean any Plaintiff who opts out of the Action between the date the last party executes this Agreement and the close of the Notice Period.
- H. “Released Parties”** shall mean and refer to Kellogg Company and Kellogg Sales Company, the Defendants in the Action, and each of their present and former officers, executives, directors, employees, agents, attorneys, predecessors, successors, assigns, shareholders, parents, subsidiaries, affiliated entities, representatives, transferors, transferees, partners, principals, trustees, executors, members, insurers, investors, servants, beneficiaries, devisees, guardians, heirs,

and all other persons, firms, corporations, divisions, associations, limited liability companies, and/or partnerships associated therewith or related thereto.

- I. **“Settlement Administrator”** shall mean the settlement administrator agreed to by the Parties no later than seven (7) calendar days after the execution of this Final Settlement Agreement.
- J. **“Settlement Effective Date”** shall mean and refer to the later of: (a) if no motion for extension of time to file a notice of appeal is filed and no appeal is filed, the date thirty-three (33) calendar days after the issuance of the Final Approval Order and Judgment of Dismissal, (b) if a motion for extension of time to file a notice of appeal is filed and/or if an appeal is filed, the date on which a court finally disposes of any appeal that has the effect of affirming the Final Approval Order and Judgment of Dismissal in its entirety, or (c) if a motion for extension of time to file a notice of appeal is filed and no appeal is filed within 30 days thereof, the date sixty-three (63) calendar days after the issuance of the Final Approval Order and Judgment of Dismissal.

II. SETTLEMENT AMOUNT AND ALLOCATION.

- A. **Gross Settlement Amount.** In full settlement of all wage and hour claims Plaintiffs asserted or could have asserted in the Action, including claims for attorneys’ fees and costs, Kellogg agrees to pay Plaintiffs a total gross settlement amount not to exceed under any circumstances Sixteen Million Seven Hundred and Fifty Thousand U.S. Dollars (\$16,750,000.00 U.S.D.) (“Gross Settlement Amount”).
- B. **Net Settlement Amount.** The “Net Settlement Amount” is the Gross Settlement Amount less attorneys’ fees and litigation costs (*see* Section III), service payments (*see* Section IV), and settlement administration costs (*see* Section VI). Plaintiffs’ Counsel will determine allocation of the Net Settlement Amount among Plaintiffs (the “Individual Settlement Allocation”). Kellogg will not oppose the allocation.

III. ATTORNEYS’ FEES AND COSTS.

- A. **Plaintiffs’ Counsel May Request Fees and Costs.** In connection with the Settlement, the Parties agree that Plaintiffs’ Counsel may seek Court approval for payment of litigation attorneys’ fees in an amount not to exceed Five Million Five Hundred and Eighty Three Thousand and Three Hundred and Thirty Three Dollars (\$5,583,333.00) (one-third of the Gross Settlement Amount). In addition, the Parties agree that Plaintiffs may seek reimbursement of costs from the Gross Settlement Amount. Kellogg will not oppose Plaintiffs’ application for attorneys’ fees in an amount not to exceed Five Million Five Hundred and Eighty Three Thousand and Three Hundred and Thirty Three Dollars (\$5,583,333.00) and litigation costs. Costs and attorneys’ fees requested by Plaintiffs’ Counsel shall be payable from (and not in addition to) the Gross Settlement Amount.

B. Unapproved Portion of Fees and Costs Requested. If the Court does not approve any portion of Plaintiffs' Counsel's application for attorneys' fees and costs, the money will be redistributed to the Plaintiffs on a *pro rata* basis.

C. Approved Portion of Fees and Costs Requested.

1. The Settlement Administrator shall issue Plaintiffs' Counsel an IRS Form 1099 for payment of any amount of attorneys' fees and costs approved by the Court as required by law.
2. The amount of attorneys' fees and costs approved by the Court shall be paid from the Gross Settlement Amount directly to Getman, Sweeney & Dunn, PLLC by wire transfer from the Qualified Settlement Fund ("QSF") within fourteen (14) calendar days of the order approving of attorneys' fees and costs or the Settlement Effective Date, whichever is later.

IV. INDIVIDUAL RELEASES BY NAMED PLAINTIFFS AND CERTAIN OTHER PLAINTIFFS; SERVICE PAYMENTS.

A. Individual Releases. As part of this Agreement, any Named Plaintiff and any individual who receives an Approved Service Payment, who does not opt out, shall individually release his or her claims as set forth in Section IX.B. below.

B. Plaintiffs May Request Approval Of Service Payments. Plaintiffs may make an application to the Court for the award of service payments to certain Plaintiffs. Plaintiffs may request that each Named Plaintiff receive a Service Payment not to exceed Twenty Thousand Dollars U.S. Dollars (\$20,000.00 U.S.D.). Plaintiffs may also request that each Plaintiff (excluding Named Plaintiffs so as not to permit a duplicative recovery) who sat for deposition may receive a Service Payment not to exceed Five Thousand U.S. Dollars (\$5,000.00 U.S.D.). Kellogg will not oppose Plaintiffs' request for Service Payments in these proposed amounts (or in a lower amount) to the referenced individuals.

C. Unapproved Portion of Requested Service Payments. To the extent that the Court does not approve the entire amount of service payments requested by Plaintiffs, the outstanding and unapproved portion of the total requested amount shall be distributed to Plaintiffs as part of the Individual Settlement Allocation on a *pro rata* basis. In the event of such redistribution, Plaintiffs shall provide Kellogg and the Settlement Administrator with an amended Individual Settlement Allocation by the Settlement Effective Date.

D. Approved Service Payments.

1. Any Service Payments awarded by the Court to Plaintiffs (“Approved Service Payments”) shall be paid from the Gross Settlement Amount.
2. Approved Service Payments shall be paid in addition to, and not in the place of, the Individual Settlement Allocations.
3. Any Plaintiff to whom the Court has approved a Service Payment shall be deemed to have released his or her claims as provided for in Section IX.B.
4. Unless otherwise required by law, approved Service Payments shall be allocated 100% as non-wage income, for which a Form 1099 shall issue to the recipient, and shall be reported to state and federal taxing authorities as such.

V. APPROVAL OF SETTLEMENT; NOTICE OF SETTLEMENT.

A. Preliminary Approval of Settlement. All of the terms of this Agreement are contingent upon the Court’s preliminary approval of the Parties’ settlement.

1. Plaintiffs’ Counsel shall prepare a motion for preliminary approval of the Parties’ settlement and provide to Kellogg within seven (7) calendar days of the Parties’ executing this Agreement. Kellogg will review and provide proposed edits to the motion, and the Parties will jointly file the motion for preliminary approval of the Parties’ settlement no later than twelve (12) calendar days of the Parties’ executing this Agreement.
2. Plaintiffs’ Counsel shall provide the names and addresses of each recipient of each Plaintiff’s Settlement Payment(s), including payments of Individual Settlement Allocations and proposed Service Payments, taking into account any known bankruptcy proceedings governing Plaintiffs and/or the death of a Plaintiff (“Settlement Recipients”). Plaintiffs’ Counsel shall provide the names and addresses of all Settlement Recipients to Kellogg and the Settlement Administrator no later than seven (7) calendar days of the Parties’ executing this Agreement.
3. Preliminary approval shall be deemed to occur on the date the Court issues a Preliminary Approval Order, as defined above.

B. Notice of Settlement and Right to Opt Out.

1. No later than seven (7) days after the Court issues the Preliminary Approval Order, the Settlement Administrator shall mail notice of the settlement and the Court’s preliminary approval to the Settlement Recipients. Such notice shall be substantially in the form attached as Exhibit 2 to this Agreement (“Settlement Notice”).
2. Individuals may request to be excluded from the settlement by sending a written letter to the Claims Administrator stating that they want to opt out

of the action and be excluded from the settlement. This letter must include the individual's name, address, telephone number, signature, and the last four digits of his or her Social Security Number ("Opt-Out Letter"). To be effective, an Opt-Out Letter must be postmarked no later than the date to be specified in the Settlement Notice, which shall be twenty-one (21) calendar days after mailing of the notice, pursuant to the Court's Preliminary Approval Order.

3. Opt-out Plaintiffs shall not receive any Settlement Payment (Kellogg has no obligation to transfer any Approved Service Payment and Individual Settlement Allocation amount attributable to an Opt-out Plaintiff into the QSF). Opt-out Plaintiffs shall have their claims tolled for two months from the date they opt-out.
4. Any Plaintiff who does not opt out of the action will be bound by the applicable release set forth in Section IX.

C. Final Approval of Settlement. All of the terms of this Agreement are contingent upon the Court's final approval of the Parties' settlement. Final approval shall be deemed to occur on the Settlement Effective Date, as defined above. Plaintiffs' Counsel shall provide Kellogg with a draft motion for final approval of the Parties' settlement no later than seven (7) calendar days after the end of the Notice Period.

VI. SETTLEMENT ADMINISTRATION

A. Settlement Administrator. The Settlement Administrator shall perform services including:

1. Mailing the Settlement Notice;
2. Creation of a QSF within the meaning of Treasury Regulation § 1.468B-1, *et seq.*;
3. Maintenance of an 800 number for calls about the lawsuit and settlement, which shall go live on the date the Settlement Administrator mails the Settlement Notice and shall continue to be live until nine (9) months after the Settlement Administrator mails the Settlement Checks;
4. Payout of the Gross Settlement Amount;
5. Provision of summaries to Plaintiffs' Counsel and counsel for Kellogg of all activity, including names and contact information with respect to Plaintiffs (all communications shall include the Kellogg employee identification number of the Plaintiff(s) at issue, where applicable);
6. Follow up on returned Settlement Notices and Settlement Checks through skip tracing and reasonable efforts to locate all Plaintiffs; and

7. Mailing of a reminder to any Plaintiff who fails to cash his or her Settlement Check one, three, and five months after the Settlement Check was initially mailed.
8. Sending any uncashed checks to the applicable state department of unclaimed funds in the name of the non-cashing Plaintiff, to be handled in accordance with the applicable state law for unclaimed funds.

B. Settlement Administration. The Settlement Administrator shall be required to agree in writing to treat information it receives or generates as part of its claims administration process as confidential, and to use such information solely for purposes of claims administration. Kellogg's counsel and Plaintiffs' Counsel shall have equal access to the Settlement Administrator, as well as to all information in possession of the Settlement Administrator related to the administration of this settlement.

C. Settlement Administration Costs. All costs of administering the Parties' settlement, including but not limited to fees and costs paid to the Settlement Administrator for issuing checks, mailing, remailing, skip tracing, reminding, and administration, shall be paid from the Gross Settlement Amount, thereby reducing the amount payable to Plaintiffs, except as otherwise provided for in Section VIII.C., related to the termination of this Agreement.

1. The Parties shall instruct the Settlement Administrator to prepare an estimate of fees and costs for all services to be provided in conjunction with the Parties' settlement and this Agreement, which the Settlement Administrator shall provide to the Parties no later than the date on which the last Party executes this Agreement.
2. The Parties shall jointly authorize payment to the Settlement Administrator of all settlement administration costs from the monies on deposit in the QSF at an appropriate time.

VII. DISTRIBUTION OF NET SETTLEMENT AMOUNT.

A. Finalizing Individual Settlement Allocations.

1. No later than seven (7) calendar days of the Parties' executing this Agreement, Plaintiffs shall provide Kellogg and the Settlement Administrator with the Individual Settlement Allocations and a draft motion for preliminary approval of the Parties' settlement.
2. No later than the Settlement Effective Date, Plaintiffs' Counsel shall provide to the Settlement Administrator and Kellogg: (1) Final Fee and Cost Attributions, (2) Approved Service Payments to be made, and (3) final Individual Settlement Allocations.

B. Distribution Process. The Settlement Administrator shall be responsible for distributing the Net Settlement Amount as provided for herein.

1. By the Settlement Effective Date, Kellogg shall transmit to the Settlement Administrator the Gross Settlement Amount, as approved by the Court, less any Individual Settlement Allocations and/or Service Payments attributable to Opt-Out Plaintiffs.
2. Payout of the Individual Settlement Allocations and any Approved Service Payments shall be made by check(s) ("Settlement Checks") issued no later than fourteen (14) calendar days after the Settlement Effective Date.
3. All Settlement Checks for Individual Settlement Allocations shall contain on the back of the check the following endorsement:

FINAL RELEASE OF CLAIMS:

By endorsing this check, I acknowledge that I have received, read and understand the Release that accompanied this Settlement Check and that I agree to be bound by the terms of that Release. I understand that, by endorsing this check, I am waiving and releasing any and all wage and hour claims arising out of my Kellogg employment as provided in the Court-approved Release.

4. All checks issued for payment of Approved Service Payments shall contain on the back of the check the following endorsement:

GENERAL RELEASE OF CLAIMS:

By endorsing this check, I acknowledge that I have received, read and understand the General Release that accompanied this Approved Service Payment and that I agree to be bound by the terms of that General Release. I understand that, by endorsing this check, I am waiving and releasing any and all claims arising out of my Kellogg employment as provided in the Court-approved General Release.

5. All checks issued pursuant to this Agreement shall be valid for nine (9) months from the date of issuance.
6. The Settlement Administrator shall follow up on any returned Settlement Checks through skip tracing and reasonable efforts to locate all Plaintiffs.
7. The Settlement Administrator shall mail reminders to Settlement Check recipients who have not yet cashed checks one, three, and five months after the Settlement Checks are mailed.
8. The Settlement Administrator shall provide Kellogg's counsel and Plaintiffs' Counsel with a list of those Settlement Check recipients who

have not cashed their checks beginning 30 days after mailing the Settlement Checks and continuing on a bi-weekly basis until eight (8) months after mailing the checks.

9. Nine (9) months and seven (7) calendar days after the Settlement Effective Date, the Settlement Administrator shall transfer any amounts attributable to uncashed Settlement Checks remaining in the QSF to the appropriate state department of unclaimed funds. The Settlement Administrator will then transfer to Kellogg any remaining funds in the QSF.

- C. Effect of QSF Sending Settlement Check.** As ordered and approved by the Court, each Plaintiff who does not opt-out as provided in Section V.B. releases the Released Parties as set forth in Section IX below, regardless of whether he or she actually receives a Settlement Check and regardless of whether he or she actually cashes a Settlement Check.

VIII. TERMINATING THE AGREEMENT.

- A. Kellogg's Right to Terminate If There Are More Than Three Opt-Out Plaintiffs.** In the event that there are more than three Opt-out Plaintiffs, Kellogg shall have the right to terminate this Final Settlement Agreement in its entirety by mailing written notice of its election to do so to Plaintiffs' Counsel no later than seven (7) calendar days after receiving written notice that there are more than three opt-out Plaintiffs.
- B. Parties' Rights to Terminate Absent Court Approval.** If the Court declines to approve any material term in the Parties' preliminary or final motion for approval of FLSA settlement or requires as a condition to granting the motion modification of any term that materially changes this Agreement, then Kellogg or Named Plaintiffs shall have the right to terminate this Final Settlement Agreement in its entirety by providing written notice of their election to do so to counsel for the other Party within fourteen (14) calendar days of the Court's ruling.
1. In the event that a Party sends notice of intent to terminate, the Parties agree to confer and negotiate in good faith to resolve any issues that resulted from the Court's denial in an effort to obtain Court approval of the settlement of the Action.
 2. The Parties agree that requiring Kellogg to pay any amount greater than the amount specified in Section II.A. shall be deemed a material change to this Agreement.
 3. The Parties agree that any ruling that the Court may make regarding Class Counsel's motion or petition for an award of attorneys' fees and costs pursuant to Section III shall be deemed a material change to this Agreement.

4. Any disagreement as to what constitutes a material term or material modification shall be resolved by arbitration as provided in Section XX.

C. Effect of Termination. If this Final Settlement Agreement is terminated as provided herein, then the Agreement shall be deemed null and void, of no force and effect, inadmissible as evidence, and of no probative value. In the event of such termination, the Parties hereto represent, warrant, and covenant that they will not use the Agreement or refer to it for any purpose whatsoever; provided, however, that notwithstanding any contrary provisions of this Agreement, the provisions of Section XVII shall survive termination. In the event that this Final Settlement Agreement is voided under this Section, it is the Parties' intention that no amount will be paid by Kellogg or Plaintiffs with the exception of any costs incurred by the Settlement Administrator, which the Parties agree they will share equally (50% paid by Plaintiffs and 50% paid by Kellogg) in the event that this Agreement is terminated, and that Plaintiffs, Kellogg and the Released Parties shall be restored with all rights that they possessed before the execution of this Final Settlement Agreement.

IX. RELEASES.

A. Specific Release By Plaintiffs Who Do Not Receive Approved Service Payment. Upon final Court approval of the Parties' settlement, it is understood and agreed that each Plaintiff who does not opt out, regardless of whether he or she cashes his or her Settlement Check(s), shall be bound by the following release:

In consideration for the payments provided for in the Final Settlement Agreement executed on my behalf, the sufficiency of which I hereby acknowledged, I, on behalf of myself and my heirs, estates, representatives, successors, assigns and agents, expressly and unconditionally waive any appeal from a court order approving of the Final Settlement Agreement and dismissing the Action with prejudice and release and forever discharge Defendants Kellogg Company and Kellogg Sales Company and all of the Released Parties from any and all wage and hour claims and wage and hour causes of action, known or unknown, that have arisen or could have arisen at any time up to and including the date of final approval of the settlement, including but not limited to (i) any and all claims for unpaid overtime wages, fines, penalties, liquidated damages, and/or attorneys' fees and expenses; and (ii) any and all wage and hour claims that I asserted or could have asserted in the Action whether under federal, state, local or other laws or ordinances, or pursuant to contract, tort, or equitable theories.

B. General Release By Plaintiffs Who Do Receive An Approved Service Payment. Upon final Court approval of the Parties' settlement, it is understood and agreed that each Plaintiff to whom the QSF mails an Approved Service

Payment, regardless of whether he or she cashes his or her Settlement Check(s), shall be bound by the following general release:

In consideration of the payments provided for in the Final Settlement Agreement executed on my behalf, the sufficiency of which I hereby acknowledge, I, on behalf of myself and my heirs, estates, representatives, successors, assigns and agents, expressly and unconditionally waive any appeal from a court order approving of the Final Settlement Agreement and dismissing the Action with prejudice and release and forever discharge Defendants Kellogg Company and Kellogg Sales Company and all of the Released Parties from any and all legally waivable actions or causes of action, suits, debts, claims, charges, complaints, contracts, controversies, agreements, promises, expenses, damages, cross-claims, claims for contribution and/or indemnity, claims for costs and/or attorney's fees, judgments, losses, liabilities and demands whatsoever, in law or equity, which I ever had, now have, or may have, against any of the Released Parties for anything that has occurred up to and including the date of this Agreement, whether known, unknown, or suspected, asserted or unasserted, to the extent permitted by law. This release includes, but is not limited to, claims (a) made or which could have been made in the action, (b) under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Americans with Disabilities Act, as Amended ("ADA"), the National Labor Relations Act ("NLRA"), the Family and Medical Leave Act ("FMLA"), any amendments to the foregoing, and any other federal, state, or local laws, regulation or ordinance, and (c) under the common law for tort or contract, in law or equity, such as negligent and/or intentional infliction of emotional distress, breach of contract, interference with economic opportunity or prospective economic advantage, or defamation. I do not waive or release (a) any right to file a charge with or participate in proceedings before the EEOC, including for federal age discrimination, or (b) any claims that arise after I receive this check.

- X. DESIGNATION OF TYPES OF PAYMENTS.** Because the Plaintiffs' claims include claims for liquidated damages, the Parties agree that 50% of the Individual Settlement Allocation associated with each Plaintiff shall be treated as wages and 50% shall be treated as payment for liquidated damages. The Settlement Administrator shall prepare the appropriate IRS Form W-2 and IRS Form 1099 statements and provide them to the respective Plaintiffs and applicable government authorities as set forth below.

- A. **Wage Payments.** Wage payments shall be reported on an IRS Form W-2. From the wage portion of each Plaintiff's Individual Settlement Allocation amount, the Settlement Administrator shall withhold from distribution all applicable federal, state, and local income and employment taxes required to be withheld, and cause the appropriate deposits of taxes and other withholdings to occur.
1. Each Plaintiff's share of applicable federal, state, and local income and employment taxes withheld from his or her distribution and deposited with the applicable governmental authorities in accordance with this Agreement ("Employee Taxes") shall be a part of, and paid out of and shall not be in addition to, the Gross and Net Settlement Amounts.
 2. The Settlement Administrator shall pay all applicable federal, state, and local taxes that are normally payable by an employer from the employer's funds, for example, FUTA/SUTA and the employer's portion of FICA ("Employer Taxes") due on the wage portion of each Plaintiff's allocated amount. The Settlement Administrator shall calculate the amount of Employer Taxes owed, and Kellogg shall transmit funds to the Settlement Administrator sufficient to pay the Employer Taxes, in accordance with the timeline outlined in Section XI Employer Taxes are in addition to, and not included in, the Gross or Net Settlement Amounts.
- B. **Non-Wage Payments.** Non-wage payments, including Approved Service Payments, shall be reported on an IRS Form 1099.

XI. TIMELINE OF SETTLEMENT EVENTS. The Parties agree to the following timeline for completion of the settlement:

- A. No later than **Seven (7) calendar days after the Settlement Effective Date**, Kellogg shall transfer to the Settlement Administrator the Gross Settlement Amount, as approved by the Court, less any Individual Settlement Allocations and/or Service Payments attributable to any Opt-out Plaintiffs.
- B. No later than **Fourteen (14) calendar days after the Settlement Effective Date**:
1. The Settlement Administrator shall mail the Settlement Checks to the Settlement Recipients.
 2. The Settlement Administrator shall notify Kellogg of the amounts of Employer Taxes.
- C. No later than **Thirty (30) calendar days after the Settlement Effective Date**:
1. Plaintiffs' counsel shall authorize the Settlement Administrator to pay the settlement administration costs from the QSF.
- D. No later than **Forty-Five (45) calendar days after the Settlement Effective Date**, Kellogg shall transfer Employer-side Taxes to the QSF for payment by the Settlement Administrator.

- E. No later than **Nine (9) months and seven (7) calendar days after Settlement Effective Date** after the Settlement Effective Date, the Settlement Administrator shall transfer any amounts attributable to uncashed Settlement Checks remaining in the QSF to the appropriate state department of unclaimed funds. The Settlement Administrator will then transfer to Kellogg any remaining funds in the QSF.
- XII. NO ADMISSION.** The Parties agree and acknowledge that this Final Settlement Agreement shall not be alleged by Plaintiffs or construed by anyone to be an admission of any violation of any federal, state or local statute, or ordinance or regulation, or of any duty owed by Kellogg to current or former employees, and that the sole purpose of this Agreement and the Individual Release Agreements is to avoid the cost of further litigation.
- XIII. INADMISSIBILITY OF THIS AGREEMENT.** This Final Settlement Agreement is a settlement document and shall be inadmissible as evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce its terms.
- XIV. REASONABLE COMPROMISE OF BONA FIDE DISPUTE.** The Parties agree that the terms of this Final Settlement Agreement represent a reasonable compromise of disputed claims and issues arising from a bona fide dispute over FLSA coverage, and agree to represent the same to the Court. The Parties further agree that the settlement is a fair, reasonable and adequate resolution of Plaintiffs' claims.
- XV. WAIVER OF APPEALS.** The Parties agree to, and do hereby waive all appeals, with the sole exception being that the Parties reserve the right to appeal the Court's order awarding attorneys' fees and costs to Plaintiffs if the Court's award is less than the amount Plaintiffs' Counsel requests.
- XVI. DOCUMENTS AND DISCOVERY.** The Parties in this Action agree and acknowledge that certain documents and data were produced to Counsel in connection with this Action that were and are subject to the Parties' Stipulated Protective Order (Dkt. 252), and Counsel agree that they have and will continue to comply with their obligations under the Stipulated Protective Order.
- XVII. NO PUBLICITY/NO SOLICITATION.**
- A. **No Publicity.** To the extent permissible under governing ethical rules or laws, Plaintiffs and Plaintiffs' Counsel agree not to publicize the Parties' settlement in the press/media and agree not to issue any press release regarding this Action or its resolution. Plaintiffs and Plaintiffs' Counsel agree to respond to any press inquiries related to the Action solely with the statement that the Action has been resolved.
- B. **No Solicitation.** Plaintiffs' Counsel agree not to solicit any current or former Kellogg employees by referencing the *Thomas v Kellogg* settlement or its terms, provided such restriction is permitted by applicable ethical rules or laws.

XVIII. MUTUAL AND FULL COOPERATION.

- A. Generally.** Counsel for the Parties agree to and shall use their best efforts to fully cooperate with each other to take all actions reasonably necessary to implement the terms of this Agreement and obtain an Final Approval Order and Judgment of Dismissal, as defined herein. No Party shall take any action to oppose implementation of this Agreement or any of its terms. Defense counsel shall provide Plaintiffs' Counsel with reasonable assistance necessary to draft all papers to be filed with the Court in conjunction with preliminary and final approval of this settlement.
- B. Plaintiffs Seeking to Reject or Contest The Settlement Or Opt Out.** To the extent not otherwise in violation of an applicable professional rule or law, Plaintiffs' Counsel stipulate that they will not solicit or encourage any Plaintiff in seeking to reject or contest this settlement or to opt out of the Action in light of this Agreement. Plaintiffs' Counsel further stipulates that, to the extent not otherwise in violation of an applicable professional rule or law, Plaintiffs' Counsel will not represent, encourage, solicit, or otherwise assist any Plaintiff who contests the settlement or attempts to litigate with Kellogg over the Released Claims. Additionally, to the extent not prohibited by applicable professional rules or law, Plaintiffs' Counsel agrees not to represent, encourage, solicit, or otherwise assist any Plaintiff in any future litigation against Kellogg regarding the Released Claims or related claims. Nothing in this Paragraph XVIII(B) is intended to prevent or restrain Plaintiffs' counsel from: (i) suggesting to any rejecting, contesting or opt-out Plaintiff the option of obtaining separate counsel; or (ii) from performing ministerial acts necessary to secure the rejecting or opt-out Plaintiffs' withdrawal from the Action (*e.g.*, filing an opt-out form).

- XIX. COMMUNICATIONS.** Unless otherwise specifically provided, all notices, demands, or other communications given under this Stipulation of Settlement shall be in writing and shall be sent via U.S. mail, addressed as follows:

To Plaintiffs:

Matt Dunn
mdunn@getmansweeney.com
Michael Sweeney
msweeney@getmansweeney.com
Getman, Sweeney & Dunn, PLLC
260 Fair Street
Kingston, NY 12401

To Kellogg:

James N. Boudreau
boudreauj@gtlaw.com
Greenberg Traurig
2700 Two Commerce Square
2011 Market Street
Philadelphia, PA 19103

and

Thomas Monroe
Thomas.Monroe@Kellogg.com
Norma Barnes-Euresti
Norma.Barnes-Euresti@kellogg.com
Kellogg Company
One Kellogg Square, 5S
Battle Creek, MI 49017

- XX. ARBITRATION.** The Parties and Plaintiffs' Counsel agree that they shall submit any disputes regarding the interpretation of or performance under this Final Settlement Agreement to binding arbitration before James A. Smith, Jr. In the event of such a dispute, the prevailing party may apply for an award of reasonable attorneys' fees, arbitrator's fees, and costs, which the arbitrator shall award in his discretion.
- XXI. CONSTRUCTION.** The Parties agree that the terms and conditions of this Final Settlement Agreement are the result of lengthy and intensive arms' length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her, or its counsel participated in the drafting of this Agreement. The Parties request that before declaring any provision of this Final Settlement Agreement invalid, any arbitrator or court shall first attempt to construe all provisions valid to the fullest extent possible consistent with applicable precedents and the intent expressed in this Agreement.
- XXII. CAPTIONS AND INTERPRETATIONS.** Section titles or captions contained in this Final Settlement Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any of its provisions.
- XXIII. MODIFICATION.** Except as the Court may so order, this Final Settlement Agreement, including the attached Exhibits, may not be changed, altered, or modified, except in writing and signed by counsel for the Parties. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by counsel for the Parties and approved by the Courts.
- XXIV. INTEGRATION CLAUSE.** This Final Settlement Agreement, including the attached Exhibits, contains the entire agreement between the Parties relating to the settlement of the Action, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged in this Final Settlement Agreement. No rights under this Agreement may be waived except in writing signed by the counsel for the Parties.
- XXV. BINDING ON ASSIGNS.** This Final Settlement Agreement shall be binding upon and inure to the benefit of the Parties, including the Released Parties as third-party beneficiaries to this Agreement, and their respective heirs, trustees, executors, administrators, successors, and assigns.

XXVI. COUNTERPARTS AND FACSIMILE SIGNATURES. This Final Settlement Agreement may be executed in counterparts, and when counsel have signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Final Settlement Agreement. This Final Settlement Agreement may be executed by facsimile signatures or email, which shall be deemed to be originals.

XXVII. APPLICABLE LAW. This Final Settlement Agreement shall be governed by and construed in accordance with federal law and the law of the State of Washington, to the extent federal law does not apply.

[REMINDER OF PAGE INTENTIONALLY LEFT BLANK]

Patty Thomas

Kellogg Company and Kellogg Sales Company

Dated: _____

[NAME]
Their Authorized Representative

Dated: _____

Jennifer Louch (nee Dowling)

Dated: _____

Kelley Dye, Jr.

Dated: _____

Robert Gibson

Dated: _____

Laura Wisby

Dated: _____

David Rink

Dated: _____

Judy Brashear

Dated: _____

David Mastenbrook

Dated: _____

Armon McWell

Dated: _____

Soliman Sayedi

Dated: _____

Bruce Johnson

Dated: _____

Signed by Plaintiffs' Counsel as to Sections XVII and XVIII only:

[NAME]

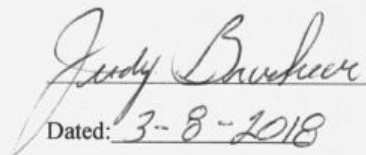
Their Authorized Representative

Dated: _____

David Rink

Dated: _____

Judy Brashear



Dated: 3-8-2018

David Mastenbrook

Dated: _____

Armon McWell

Dated: _____

Soliman Sayedi

Dated: _____

Patty Thomas

Kellogg Company and Kellogg Sales Company

Dated: _____

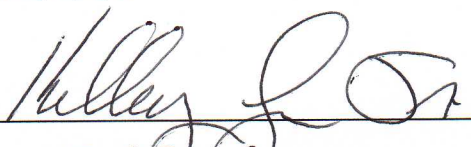
[NAME]
Their Authorized Representative

Dated: _____

Jennifer Louch (nee Dowling)

Dated: _____

Kelley Dye, Jr.



Dated: 3-9-2018

Robert Gibson

Dated: _____

Laura Wisby

Dated: _____

Patty Thomas

Kellogg Company and Kellogg Sales Company

Dated: _____

[NAME]
Their Authorized Representative

Dated: _____


Jennifer Louch (nee Dowling)

Dated: _____

Kelley Dye, Jr.

Dated: _____

Robert Gibson

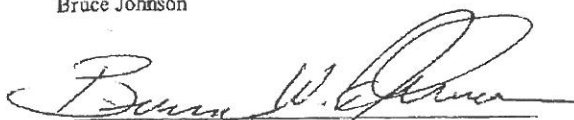


Dated: 3-8-18

Laura Wisby

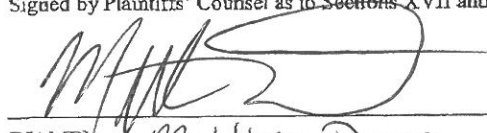
Dated: _____

Bruce Johnson



Dated: March 6th 2018

Signed by Plaintiffs' Counsel as to Sections XVII and XVIII only:



[NAME] Matthew Dorn
Their Authorized Representative

Dated: 3/14/18

Patty Thomas

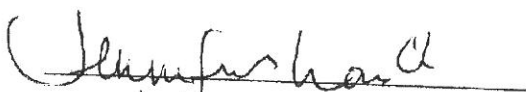
Kellogg Company and Kellogg Sales Company

Dated: _____

[NAME]
Their Authorized Representative

Dated: _____

Jennifer Louch (nee Dowling)



Dated: 3/9/18

Kelley Dye, Jr.

Dated: _____

Robert Gibson

Dated: _____

Laura Wisby

Dated: _____

David Rink

Dated: _____

Judy Brashear

Dated: _____

David Mastenbrook

David Mastenbrook
Dated: 3-8-18

Armon McWell

Dated: _____

Soliman Sayedi

Dated: _____

David Rink

Dated: _____

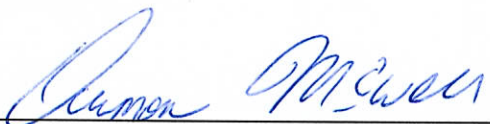
Judy Brashear

Dated: _____

David Mastenbrook

Dated: _____

Armon McWell



Dated: 3-9-18

Soliman Sayedi

Dated: _____

David Rink

David Rink

Dated: 3-8-2018

Judy Brashear

Dated: _____

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David Rink

Dated: _____

Judy Brashear

Dated: _____

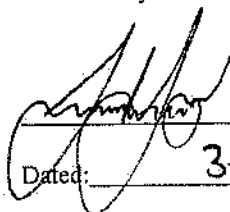
David Mastenbrook

Dated: _____

Armon McWell

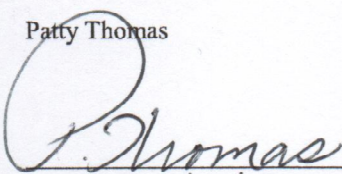
Dated: _____

Soliman Sayedi

 _____

Dated: 3-6-2018

Patty Thomas



Dated: 3/8/18

Kellogg Company and Kellogg Sales Company

[NAME]
Their Authorized Representative

Dated: _____

Jennifer Louch (nee Dowling)

Dated: _____

Kelley Dye, Jr.

Dated: _____

Robert Gibson

Dated: _____

Laura Wisby

Dated: _____

Patty Thomas

Kellogg Company and Kellogg Sales Company

Dated: _____

[NAME]
Their Authorized Representative

Dated: _____

Jennifer Louch (nee Dowling)

Dated: _____

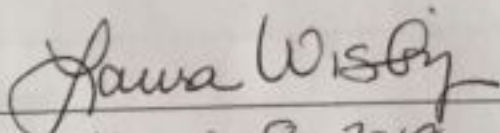
Kelley Dye, Jr.

Dated: _____

Robert Gibson

Dated: _____

Laura Wisby



Dated: March 8, 2018

Patty Thomas

Kellogg Company and Kellogg Sales Company

Dated: _____



[NAME]
Their Authorized Representative

Dated: _____

Jennifer Louch (nee Dowling)

Dated: _____

Kelley Dye, Jr.

Dated: _____

Robert Gibson

Dated: _____

Laura Wisby

Dated: _____

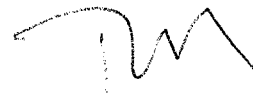


EXHIBIT 1

Plaintiffs

- 1 Dennis Adams
- 2 Christopher Adams
- 3 Diana Adkins
- 4 David Aldrich
- 5 Martin Alexa
- 6 Carla Alvarado
- 7 Greg Anderson
- 8 James Anderson
- 9 Scott Andryauskas
- 10 Tommy Anthony
- 11 Jeffery Anthony
- 12 George Argentino
- 13 Jesus Armenta
- 14 Nicholas Arneson
- 15 James Arnold
- 16 James Arre
- 17 Darrell Aschenbeck
- 18 Greg Atchley
- 19 Stephanie Ater
- 20 Jami Baker
- 21 Alicia Baker
- 22 Lisa Baldridge
- 23 Martin Ball
- 24 Daron Ballard
- 25 Delipe Bans Iii
- 26 Dennis Bargerhuff
- 27 Curtis Barker
- 28 Don Barrett Jr
- 29 Steven Barton
- 30 Raymond Bass
- 31 Terry Baun
- 32 Timothy Beatty
- 33 Thomas Beckmann
- 34 Debra Beddo
- 35 John Beers
- 36 David Scott Bell
- 37 Matthew Bench
- 38 Katherine Bennett
- 39 Cynthia Bennett
- 40 Kathy Bergeron
- 41 Susan Besozzi
- 42 Keith Bishop

43 Darrell Bishop
44 Kim Bjorklund
45 Tony Blackwell
46 Tammy Blaha
47 Jerrod Blake
48 Wendy Blalock
49 Rhonda Blanton
50 Steve Blevins
51 Richard Blum
52 Jeffrey Bobrow
53 Mike Bochsler
54 Alan Bolding
55 Vickie Bolles
56 Mark Bonn
57 Angela Borgstedt
58 Jeff Bostic
59 Thomas Bottichio
60 Marie Boulton
61 William Bowen
62 Edward Bowman
63 Travis Boyer
64 Ernest Boyer
65 Kevin Bradford
66 Alan Bradley
67 Judy Brashear
68 Tommy Braswell
69 Kevin Bridges
70 Richard Briggs
71 Annie Brooks
72 Broderick Brookshire
73 Mary Brown
74 Ronald Brown
75 David Brown
76 Vicki Brzozowski
77 Douglas Buescher
78 Clare Buhrandt
79 Douglas Bumgarner
80 Alfonso Burciaga
81 William Burd
82 Jacqueline Burkink
83 Robert Burns
84 Daniel Bustad
85 Douglas Byrd

86 Christopher Cabello
87 Tony Cain
88 Mark Caldwell
89 Tina Caldwell
90 David Campbell
91 Thomas Carlson
92 James Carnes
93 Anthony Carnevale
94 Michael Carns
95 Crescenzo Carovillano
96 Genisa Carpenter
97 Kara Carper
98 Roger Carroll
99 James Carter
100 Lewis Carter
101 James Case Sr
102 Wenceslado Castellano Jr
103 Juan Cavazos
104 Gorman Champion, Jr
105 Bryan Chapman
106 Corey Chase
107 Gary Childress
108 Lori Chucci
109 Alphonso Clark
110 William Clark
111 Jennifer Clayborn
112 Ronald Coker
113 Larry Cole
114 Sandy Cole
115 Cheryl Cole
116 Derell Collins
117 Helen Conley
118 John Conschafsky
119 Michael Controne
120 Vicki Cook
121 Courtland Coons
122 German Cordero
123 Tammy Cornmesser
124 Jerome Cortazzo
125 Angela Courtney
126 Stephanie Couture
127 Jeannine Crabtree
128 Bonnie Crawford-Cook

129 Sheldon Crowell
130 Angel Cruz
131 Michael Cueto
132 Cary Culp
133 Russell Culpepper
134 Ronald Custer, Jr
135 Andrew Dalton
136 Trey Danzey
137 Maxwell Daugherty
138 Peggy Davis
139 Tommy Davis
140 Staci Davis Chesser
141 Michael Davis II
142 Jesus De La Cruz
143 Denisse De La Pava-Robles
144 Genie Deckard
145 Steven Demott
146 John Dempsey
147 James Dennis
148 Kristin Devoe
149 Richard Dewald
150 Jerome Diakow
151 Kelly Diloranzo
152 Shannon Dirose
153 Michael Disanto
154 Donna Doan
155 Dale Dolechek
156 Courage Dompey
157 Andrew Donnelly III
158 Brandon Dowling
159 Jennifer Dowling
160 Rodney Downey
161 Christine Draska
162 Robert Dudley
163 Ruth Dye
164 Kelley Dye
165 Robin Echerd
166 Steve Eckholt
167 Joseph Edmonds
168 Mark Elston
169 Kelly Embert
170 Stephanie Estel
171 William Estes

172 Frances Estevez
173 Corey Estok
174 Karen Etheridge
175 Robert Etscheidt
176 Jeff Evans
177 Lisa Fahlman
178 David Fairbrother
179 Darrell Farren
180 Jeremy Faulk
181 Duane Fauser II
182 John Feher
183 Steven Feiles
184 Michael Feldman
185 Melanie Feldman
186 Kris Ferguson
187 Mark Ficker
188 Timothy Finch
189 Gregory Findlay
190 Darren Fischer
191 Ryan Fiser
192 Thomas Fisher
193 Andrea Flajole
194 Roy Forsht Jr
195 Michael Forte
196 Ronald Fowler
197 Mark Francescon
198 Rickey Frazier
199 Marcus Freeman
200 Wendy Frey
201 Lisa Friedrich
202 Alyssa Fyffe
203 Thomas Gabbie
204 Lydia Gallegos
205 Thomas Gambill
206 James Ganpat
207 Eddie Garcia
208 Zenaida Garcia
209 Christian Garcia
210 Scott Gard
211 Frank Gardiner
212 Arthur Garland
213 Anthony Garner
214 Michael Garrett

215 Reuben Garza
216 Tamsen Gaskell
217 Chad Gasterland
218 Tiffany Gatto
219 Teri Geier
220 Loren Gerwick
221 Corey Gherke
222 Robert Gibson
223 Keith Gittens
224 Rocco Giunta
225 Craig Glasscock
226 Craig Glassman
227 Mark Glover
228 Justin Godfrey
229 Jeanne Godwin
230 Robert Goettel
231 Timothy Golden
232 Yonadan Gonzalez
233 James Gooch
234 Marcus Gould
235 Keith Graaff
236 Charles Grabowski
237 Mark Graham
238 Raymond Grant
239 William Gray
240 William Greco
241 Allen Greeley
242 Rudy Green
243 Matthew Gregory
244 Craig Guertin
245 Jennifer Gust
246 Randall Hab
247 Kenneth Hadel
248 Edward Halenda Jr
249 Robert Haley
250 Brent Hampton
251 Bret Hanisch
252 Randy Hansen
253 Burl Harper
254 Jim Harris
255 Tamika Harris
256 Kurt Harris Jr
257 Mark Harsanye

258 Susan Hart
259 Brian Harvey
260 David Hasenbein
261 Troy Hawkins
262 David Hayes
263 Chad Heeter
264 Michael Heiner
265 Carolyn Heinowski
266 Franklin Henderson
267 Joe Hernandez
268 Romeo Hesano
269 Anthony Hill
270 Adam Hill
271 Gregory Hillman
272 Johnny Hinchler
273 Wendy Hixson
274 Kenneth Hoak
275 James Hobbs
276 Marcella Holman
277 Matthew Holmes
278 Dameon Holmes
279 Jerry Honea
280 Gregg Hoover
281 Jeffry Horak
282 Chris Horvath
283 Linda Hotchkiss
284 James Hough
285 Jane Hoven
286 Donna Howell
287 Jonathan Hoyle
288 Karin Hudgins
289 Adam Hughes
290 Michelle Hutte
291 Jody Ignowski
292 William Irizarry
293 Janice Ivey
294 Mary Ivey
295 Michael Jackson
296 Devin Jackson
297 Joseph Jankiewicz Jr
298 Elizabeth Jansen
299 Michael Jarvis
300 Jonathan Jenkins

301 Norma Jenkins
302 Eleazar Jimenez
303 Bruce Johnson
304 Sandra Johnson
305 Ronald Johnson
306 Allen Johnson
307 Chad Johnson
308 Darryl Johnson
309 Stephanie Johnson
310 John Jones
311 Lonnie Jones
312 Rondell Jones
313 Bonnie Jones
314 Bruce Jones
315 Marquez Jones
316 Ronald Jubber
317 Sara Judd
318 Doug Justice
319 Harold Karas
320 Monica Karousos
321 Deborah Keen
322 Richard Kellam
323 Richard Kellogg
324 Joseph Kelly
325 Aaron Kelly
326 Christie Kelly
327 Jeffrey Kelly
328 Jeremy Kemp
329 Scott Kenney
330 John Kent
331 Stephen Kern
332 Guy Kerstetter
333 Bobby Key Jr
334 Thomas Kincaid
335 Christopher King
336 Kelly Kivett
337 Richard Klauser
338 Brion Knepp
339 Coy Knights
340 Mark Kohlhagen
341 Julie Kohlman
342 Kenneth Kollasch
343 Thomas Korgie

344 Felicia Kornegay
345 Vicki Koshir
346 Carl Kowal
347 Kelly Krause
348 William Krogman
349 Kent Kurtz
350 Nicholas Kuvakos
351 Raymond Laird
352 Lisa Lajoie
353 Nathan Lane
354 Susan Lanham
355 Robert Lapelle
356 Nancy Larimer
357 Susan Larkins
358 Karen Larocca
359 Larry Larson
360 Christopher Lasseter
361 Ray Lathery Jr
362 Charles Latta Iii
363 Michael Leard
364 Rodger Lecocq
365 Jason Ledbetter
366 Tina Lee
367 John Leech
368 Jon Leonardelli
369 Anne Leroy
370 Melanie Lewis
371 Martin Little
372 Susan Littrell
373 Suzanne Lomax
374 Codi Loper
375 Mark Lowe
376 John Lowenthal
377 Joe Loya
378 John Lucarelli
379 Ron Lynch
380 Kerry Lyons
381 Eldon Lytle
382 Adam Macdormand
383 Tony Madden
384 David Madewell
385 Sheree Magera
386 Linn Major

387 Christopher Malatesta
388 Arturo Maldonado
389 Jeffrey Manier
390 Jeffrey Maragh
391 Ronald Martin
392 Robert Martinez
393 Sam Marzula Jr
394 David Mastenbrook
395 Karen Matney
396 Teresa Maxwell
397 Julie Mayhew
398 Susan Mayhugh
399 Mike Mc Daid
400 Catherine Mccabe
401 Jackie Mccall
402 Jason Mcconnell
403 Charles Mcconville
404 Dawn Mccoy
405 Michael Mccoy
406 Timothy Mccoy
407 Michael Mcdade
408 John Mcdevitt
409 Gregory Mcdonald
410 Michael Mcewen
411 Richard Mcfaddin
412 Kathryn Mcfarland
413 James Mcguire
414 Cheryl Mcguire
415 James Mckeague
416 Pamela Mckeldin
417 Dion Mclain
418 Edward Mclaughlin
419 Ronald Mcleod
420 Anita McMahan
421 Armon Mcwell
422 Wendell Mead
423 Mitchell Medcalf
424 David Meindl
425 John Mele
426 Emily Melton
427 Charles Mencias
428 William Mettler Jr
429 Cynthia Meuth

430 Jean Mienders
431 Richard Miller
432 Eddy Miller
433 Belinda Mills
434 Debra Mills
435 Terry Mobley
436 Jeffrey Monroe
437 Efrain Montemayor
438 Todd Montgomery
439 Steve Moody
440 Teresa Moore
441 Dean Moran
442 Luis Moreno
443 James Morgan
444 John Morin
445 Leeann Morningstar
446 Kathy Morris
447 Steven Mosier
448 Gregory Munkelt
449 Robert Munson
450 Brad Murphey
451 Kirk Mushrush
452 Takayuki Nagano
453 Steven Nani
454 Walter Neal
455 Bradley Neal
456 Charles Nelson
457 Jeannie Nelson
458 Rhonda Nemitz
459 Travis Nesby
460 Monte Nevills
461 Leonard Newman
462 Hope Newton
463 Aaron Noble
464 Michelle Nyers
465 Robert Oberst
466 James Oberst
467 Michael O'Connor
468 Mary Jo Oesterling
469 William Olander
470 David Olsen
471 Michael Onorato
472 Alex Orosz

473 Scott Osborne
474 James Osby
475 Gregory Oswald
476 Gregory Oyster
477 Misty Pace
478 Heather Parker
479 Samuel Parker Jr
480 Michael Parks
481 Kimberly Pasch
482 Alfred Passero
483 Jarrad Paul
484 John Pavlik
485 Melanie Payne
486 David Pearce
487 Phyllisa Pearson
488 Danny Peavler
489 Arthur Pedersen
490 Adam Pedraza
491 Heather Pellegrino
492 Charles Pemberton, lii
493 Edward Pence
494 Marcus Perez
495 Thomas Perteete
496 Garth Peter
497 Timothy Pfannenstiel
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499 Michael Phillips
500 Robert Piehl
501 Pamela Pierce
502 Andrew Pollock
503 Kevin Pompey
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505 Brenda Potratz
506 Edward Prager
507 Ronald Prater
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515 Michael Przybyszewski

516 Gary Pulling
517 Christine Putman
518 Gary Qualls
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520 Jessica Quigley
521 Scott Quiring
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523 Jody Rabinowitz
524 Lori Rademaker
525 Jennifer Rader
526 Edward Raggie
527 Larry Ragin
528 Jeffrey Ralston
529 Lylah Denise Ramsey
530 Thomas Rankin
531 Rollin Reading Iii
532 Erwin Recalde
533 Giuseppe Recchia
534 Joseph Reed
535 Louis Reeise
536 Aaron Reeves
537 Michael Reid
538 Charles Reid
539 Vincent Renfrow
540 Ramon Ress
541 Joseph Restivo
542 Robert Reyes
543 Melanie Richard
544 Dennis Rieder
545 Joseph Rigdon
546 Joseph Riker
547 Brian Rindt
548 David Rink
549 Jon Ritner
550 Chad Ritter
551 Jeri Rivard
552 James Robbins
553 Bob Roberts
554 Richard Robertson
555 James Robinette
556 James Robinson
557 Michael Rodewald
558 Karen Rogers

559 Jeffrey Rolfe
560 Monica Rook
561 Anthony Rosa
562 Sally Roscoe
563 Amy Rose
564 Craig Rumsey
565 Robert Rutledge
566 Amy Rutmann
567 Eddy Sanchez
568 Harvey Sandefur
569 Michael Santangelo Jr
570 Soliman Sayedi
571 Paul Scafede
572 Cynthia Scaggs
573 Timothy Scanlon
574 Luther Scarlett
575 Stanley Scherer
576 Adam Schiff
577 Rhona Schiffres
578 Sandra Schnetter
579 Michael Schram
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581 Gregory Scott
582 Randall Scott
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584 Bert Seabourn
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587 Sheila Shaffar
588 Wade Shauers
589 Barbara Sheaks
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591 Gary Sherrod
592 Paul Shoemaker
593 Kevin Simcox
594 Stephen Simmons
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596 Donna Skinner
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599 Joseph Slattery
600 Paul Smart
601 Thomas Smircich

602 Donald Smith
603 William Smith
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607 Jeffery Smith
608 Neil Smith
609 Tony Smith
610 Scot Smith
611 Aubrey Smith Sr
612 Elliott Somers
613 Patricia Spain
614 Michael Sparano
615 James Sparks
616 Douglas Speer
617 Rhonda Spencer
618 Shanendoah Spier
619 Robert St Clair
620 Jerry Stacy
621 Edward Staley
622 Alan Stanton
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624 Robert Stewart
625 Dale Stewart
626 Ronald Stigger
627 Aleta Stock
628 Devin Stokes
629 Kelly Story
630 John Stout
631 Jonathan Suchon
632 Brian Suddoth
633 Glen Sullivan
634 Daniel Sullivan
635 Kurt Sumrall
636 Tiffany Sutton
637 Robin Sweeney
638 Paul Sylvester
639 Greg Talbot
640 Craig Taormina
641 Jeff Tarleton
642 Gus Tarr
643 Larry Tasker
644 Piarus Tatum

645 Reginald Taylor
646 Douglas Teckenbrock
647 Deborah Ternet
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649 Cathy Thomas
650 Patty Thomas
651 Randolph Thompson
652 Fred Thompson
653 Earl Thompson Jr
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655 Ryan Tigges
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671 Mark Tuttle
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673 Jacob Ulland
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675 David Updyke
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677 John Van Hoey
678 Brian Vande Brake
679 Jesus Varela
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681 Christopher Vaughn
682 Loyd Vaughn
683 Alexis Vazquez
684 Dusty Veach
685 Alberto Vela
686 Juan Vidaurri
687 Melissa Vider

688 Julie Vihstadt
689 Sam Villanueva
690 Vito Viviano
691 Deborah Vogliardo
692 Richard Volk
693 Kim Volpenhein
694 Christopher Voss
695 Mark Waggoner
696 Karen Wagner
697 Corey Wagner
698 Nancy Wagner
699 Barry Wagoner
700 Randy Wallace
701 Brian Wallace
702 Casey Wallace
703 Sunshine Walling
704 Joseph Wallweber
705 Robin Walsh
706 Kevin Walthers
707 Michael Walz
708 Steven Wanie
709 Heidi Warren
710 Dana Warren
711 Wade Washburn
712 Deena Waters
713 Kenneth Watson
714 Walter Watt
715 Larry Weathers
716 Eddie Weaver
717 Glenn Weber
718 Thomas Wegrzyn
719 Stephen Wehner
720 Andrea Weiand
721 Jennifer Weiss
722 Judith Welch
723 John Wetter
724 Joe Wheeler
725 Tyrone Wheeler
726 George Whitaker
727 Michael White
728 Tom Whitehead
729 Paula Wiemer
730 Clifton Wiggins

731 Gregory Wiggins
732 Michelle Williams
733 Ryan Williams
734 Jason Williams
735 Eric Wilson
736 Linda Wilson
737 Alan Wilson
738 Laura Wisby
739 Steven Wochner
740 Richard Wood
741 Michael Workman
742 Mark Yapuncich
743 Laveshia Yarborough-Wall
744 Stephen Yelman
745 Kenneth Zabriskie
746 Devin Zickefoose
747 Sharon Ziegler
748 Sherry Zimmerman
749 Jan Zindt
750 Anthony Zito